

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA
CASE NO. 5:16-CV-00171-D

THE LOGISTICS COMPANY, INC.,)
)
Plaintiff,)
)
vs.)
)
INFINITE SERVICES &)
SOLUTIONS, INC. and KHARY)
LEWIS I,)
)
Defendants.)
)

ORDER

THIS MATTER is before the Court on Plaintiff's Motion to Vacate Dismissal, Reopen Case, Enforce Settlement Agreement and Enter Confession of Judgment Against Defendants (Dkt. #25). Counsel for Plaintiffs have advised the Court that Defendants do not oppose to the reopening of this matter for the purposes of enforcing the settlement agreement entered into among the parties (Dkt. #26).

The Court therefore ORDERS that the prior stipulation of dismissal (Dkt. #24) is VACATED and the Clerk is directed to REOPEN this case for the purposes of enforcing the settlement agreement among the parties.

The parties filed a Joint Notice of Settlement of this matter on June 22, 2016 (Dkt. 23).

In the Settlement Agreement, Defendants agreed to make twelve monthly payments to Plaintiff of \$80,000.00 starting on August 15, 2016, for a total principal payment amount of \$960,000.00. (Dkt. 27-1, Exhibit A).

Defendants executed a Confession of Judgment in Plaintiff's favor for the amount of \$960,000.00 less credit for any payments made. (Dkt. 27-1, Exhibits A, E).

As of August 26, 2016, Defendants made their first payment of \$80,000.00, albeit late, and Defendants failed to make any other payments to TLC under the Settlement Agreement, after being notified by Plaintiff and being given an opportunity to cure the default. (Dkt. 27-1, pp. 2-3; Dkt. 27-2; Dkt. 27-3; Dkt. 27-4).

Defendants have not notified the Court that they have satisfied their obligations under the Settlement Agreement.

This Court may exercise its inherent power to enforce a settlement agreement if the parties have reached a complete agreement and its terms and conditions are readily determinable. *Hensley v. Alcon Laboratories, Inc.*, 277 F.3d 535, 540-41 (4th Cir. 2002) (citations omitted). The Court has reviewed the parties' Settlement Agreement, which unequivocally sets forth the terms agreed to

and signed by all parties. Defendants have failed to adhere to the terms of that agreement by making the required payments to Plaintiff.

It appears that the requirements of Hensley are satisfied in this case. This Court therefore GRANTS Plaintiff's Motion to Enforce the Settlement Agreement (Dkt. #25).

The Clerk is respectfully DIRECTED to ENTER JUDGMENT against Defendants Infinite Services & Solutions, Inc. and Khary Lewis I, jointly and severally, in the amount of \$897.499.24 in accordance with the Confession of Judgment (Dkt. #27-5, Exhibit E).

This the 16 day of September, 2016.

J. D. Dwyer
UNITED STATES DISTRICT JUDGE